

## **CONSULTANT AGREEMENT**

THIS AGREEMENT, entered into this 17<sup>th</sup> day of April 2013, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and Skidmore, Owings & Merrill LLP, a New York limited liability partnership authorized to do business in California and whose address is One Front Street, San Francisco, CA 94111 (hereinafter referred to as "Consultant"), is made with reference to the following:

### **RECITALS:**

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement consistent with the standard of care set forth herein; and

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City and Consultant desire to enter into an agreement for services upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM:**

The term of this Agreement shall commence on the 17<sup>th</sup> day of April 2013, and shall terminate on the 17<sup>th</sup> day of October 2014, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

Consultant shall perform each and every service set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference. The Consultant can rely upon information provided by the City and its consultants.

3. **COMPENSATION TO CONSULTANT:**

Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$250,000.00 as set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference. The Consultant shall submit monthly invoices for fees and expenses, based upon the percentage of work completed.

4. **TIME IS OF THE ESSENCE:**

Consultant and City agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES:**

City and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Consultant shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

8. **NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

Consultant shall indemnify, defend and hold harmless City, its City Council, boards, commissions, officers, employees and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Consultant's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

As to Claims for professional liability only, Consultant's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

10. **INSURANCE:**

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$1,000,000 aggregate - all other

Property Damage:	\$250,000 each occurrence
	\$500,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury:	\$500,000 each occurrence
Property Damage:	\$100,000 each occurrence

or

Combined Single Limit:	\$500,000 each occurrence
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(4) **Professional Liability:**

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. **SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

**D. ADDITIONAL INSURED:**

City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability and workers' compensation insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

**E. SUFFICIENCY OF INSURANCE:**

The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

**11. CONFLICT OF INTEREST:**

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**12. PROHIBITION AGAINST TRANSFERS:**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

**13. SUBCONTRACTOR APPROVAL:**

Unless prior written consent from City is obtained, only those people and subcontractors whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to

furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. **PERMITS AND LICENSES:**

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

15. **REPORTS:**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City. City acknowledges that there may be pre-existing content and analysis ("Customary Content") contained within the Report that the Consultant may retain as Customary Content for its own use or use for other clients.

B. All Reports prepared by Consultant may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other City projects as appropriate.

The Consultant shall be released from future liability for any changes or alterations to the Report without the Consultant's involvement.

C. Consultant shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by City.

16. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally

accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to City at:

City of Alameda  
Base Reuse Department  
2263 Santa Clara Avenue, Room 120  
Alameda CA 94501  
Attention: Jennifer Ott

All notices, demands, requests, or approvals from City to Consultant shall be addressed to Consultant at:

Skidmore, Owings & Merrill LLP  
One Front Street, Suite 2400  
San Francisco, CA 94611  
Attention: Andrea Wong

18. **TERMINATION:**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of seven (7) days after receipt by Consultant from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Consultant written notice thereof.

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

If the services are suspended by the City for a period of ninety (90) days or more, the Consultant shall have the right to terminate this Agreement upon seven (7) days written notice to the

City.

19. **COST OF LITIGATION:**

If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the Court may adjudge to be reasonable, including attorneys' fees.

20. **COMPLIANCES:**

Consultant shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by City.

21. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

22. **ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

23. **WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Consultant.

25. **INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

26. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

CONSULTANT

CITY OF ALAMEDA  
A Municipal Corporation



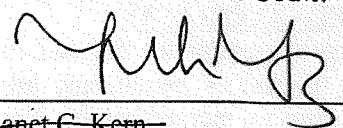
By: Gene Schnair, FAIA  
Title: Managing Partner

John A. Russo  
City Manager

RECOMMENDED FOR APPROVAL:

  
Jennifer Ott  
Chief Operating Officer – Alameda Point

APPROVED AS TO FORM:

  
Janet C. Kern  
Sr. Assis City Attorney





## **EXHIBIT A**

March 27, 2013

### **Alameda Point Town Center and Waterfront Precise Plan**

#### **Detailed Scope of Work**

##### **Introduction:**

The planning for the Town Center and Waterfront Precise Plan must be based upon the extensive planning, legal and community participation process that has preceded it. One of the most important assets available to guide the work is the fact that the City staff (Staff), Planning Board, and key stakeholders have a continuous and thorough familiarity with all aspects of the site's development history and the documentation that has been produced as part of that process. The scope of services outlined below is built on the premise of a fully integrated working relationship with Staff, Planning Board representatives, key technical and community stakeholders (as outlined in the approved Community Engagement Strategy that Staff will undertake) and an MTC representative throughout the process of creating the Precise Plan. We welcome that input and participation, and are convinced that the end product will be immensely richer for it.

##### **Task 1: Document Review, Analysis, Principles**

The purpose of this Task is to ensure the SOM led Consultant Team (SOM) is familiar with all pertinent prior planning documents and most importantly, to agree on a set of Design and Development Principles based on their review, discussion with staff, site tours, and stakeholder interviews.

The key documents for review include:

- 1996 Adopted NAS Alameda Community Reuse Plan;
- 2003 Adopted General Plan Chapter for Alameda Point;
- 2006 Preliminary Development Concept for Alameda Point;
- 2008 Station Area Planning Study for Alameda Point;
- 2009 Alameda Point Transportation Strategy;
- 2009 SunCal's Measure B Alameda Point Specific Plan;
- 2010 Going Forward Community Planning Workbook and Summary Report;<sup>1</sup>
- 2012 Draft Alameda Point Rezoning Proposal;
- 2012 Alameda Point Economic Development Strategy; and

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<sup>1</sup> See Agenda Item 4 for the Summary Report at <http://www.cityofalamedaca.gov/City-Hall/Calendar-of-Events?id=996&a=20110406>



The Consultant Team will also review and consider the following technical documents:

- 2013 Draft Master Infrastructure Plan
- January 3, 2013 Historical Advisory Board Staff Report and Attachments<sup>2</sup> regarding historic resources at Alameda Point;
- Page and Turnbull 2005 Historic Resources Report and NAS Alameda National Register Nomination
- Conditions for Development on NAS Alameda Community Reuse Plan Area Based on Final Biological Opinion (Paraphrased for Clarification), with Additional Lighting Restrictions.<sup>3</sup>
- Maps of previous and existing hazardous materials clean-up levels, restrictions and timing.

**Task Process:**

Immediately upon execution of the Contract the consultant team will review the listed documents. Staff will provide an annotated list of key elements and sections in the documents that will be of particular relevance to the ongoing work.

Upon completion of the review of the documents SOM will convene a workshop attended by the consultant team, City staff and those members of the Planning Board, MTC representative, or other members of the public as staff may deem appropriate. This workshop will include a detailed review of existing maps and documents, with the intent of identifying the range of known constraints that will guide the work. Staff will coordinate participation of the City's infrastructure (CBG), environmental remediation (Russell Resources), and biological (HT Harvey & Associates) consultants, who will be responsible for identifying current strategies for utility provision, sea level rise, and phasing as it may relate to proposed and logical infrastructure development. Phasing will also be examined in terms of the ongoing remediation process, and the assumed delivery timetable for affected sites.

The workshop will include, or be immediately followed by, a bicycle tour of the site attended by the workshop attendees. Staff will also coordinate a one or partial day of invited stakeholders to meet and discuss the project with the consultant team. The conclusion of this workshop will be a summary, including drawings and text, of the development areas and constraints. It will also include a land use program (including the uses described in square feet, dwelling units or other measures as appropriate), approved by Staff that will be the basis upon which the

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<sup>2</sup> 1/3/2013 HAB Staff Report located at: <http://www.cityofalamedaca.gov/City-Hall/Calendar-of-Events?id=1005&a=20130103>

<sup>3</sup> This document can be found at the City's Alameda Point Webpage: <http://www.cityofalamedaca.gov/City-Hall/Alameda-Point-Going-Forward>



development of concept options will be based. It is understood that some elements of the program, such as parking requirements or the amount and nature of public open space (passive or active) will be refined as the Plan options are considered. The amount of program will be based upon the constraints established by the 1996 Adopted Reuse Plan and input from Staff, community and technical stakeholders, and an MTC representative.

Staff will provide input regarding the key development issues that the public have identified in the prior planning and outreach exercises. The constraint diagrams and program will be complemented by a set of graphic and written design Principles. These Principles will be used as a test against which to measure Options that are developed in Task 2. It may be that the testing of alternatives identifies preferred options that may contravene a Principle developed in Task 1, but their virtue lies in articulating assumptions and logic, and in providing a framework in which to evaluate subsequent work.

Staff, Planning Board representatives, stakeholders and MTC will also provide direction on the key aspects of the 2012 Draft Alameda Point Zoning proposal, including assumptions for building height and density. SOM will coordinate with CBG to ensure development concepts are consistent and coordinated with infrastructure improvement plans.

As part of Task 1, staff will arrange for a presentation to the Planning Board to introduce Keith Orlesky and the SOM team, and to solicit interest from the Board for a member(s) who may wish to participate in the ongoing planning process. It is understood that the graphics presented at this early meeting will only be those prepared by SOM as part of the interview process, and will be used to demonstrate some of the development issues and the potential of the site.

#### **Task 1 Deliverables**

- Detailed project schedule
- Design Principles
- Development Program
- Maps documenting constraints, assumed development and opportunity areas, parcelization, and initial phasing and infrastructure concepts

Task 1 Deliverables will be provided in a format that can be easily posted on the City website (i.e., PDF) for public review and discussion, if desired by the City.

#### **Task 1 Community Engagement and Public Meetings**

- Initial workshop with staff, including bicycle tour
- Maximum one day of coordinated stakeholder interviews
- Presentation to Planning Board

**Task 1 Budget: \$35,000**



## **Task 2: Develop Conceptual Framework**

Based upon the conclusions of Task 1 SOM will prepare a Conceptual Framework Plan. This framework will consider viable street and open space location and character options, alternative land use distribution (including location and access options for the existing and potential maritime recreational and industrial uses), potential public realm character as a function of alternative architectural massing and styles, the potential for iconic placemaking through building form and height or other strategies, interim development strategies and uses intended to “kickstart” the Town Center in advance of permanent improvements, the potential for integration of existing buildings on either a temporary or permanent basis, conceptual approaches to providing interim and long term parking, and conceptual approaches to phasing.

Due to the constraints imposed by infrastructure, the historic designation of the base, the development program, prior planning and development finances it is understood that the range of physical street pattern options is likely to be limited. The investigation of Options in this Task is therefore assumed to be more concerned with development strategies (for instance the investigation of the viability of an expanded active recreation focus) or use ideas or street sections, or open space character (such as whether the perimeter of the sea plane basis might have a variety of hard and soft edges) rather than fundamentally different street and block layouts.

### **Task 2 Process**

We will initiate this Task with a workshop to include Staff, key stakeholders, and MTC representatives that will explore the components listed above. The workshop will include the participation of representatives from CBG, Russell Resources, and HT Harvey. This workshop will be preceded with a short period of research to identify potential open space, public realm and architectural precedents. This research will be complemented by materials from staff that have been used in prior planning and outreach exercises.

Following this workshop we will work to develop the options for the Framework Plan. This work will be done in close consultation with Staff, with the understanding that they will be vetting ideas as they are developed to identify potential issues of economic, technical or political significance.

SOM will create very simple physical massing models as a tool to explore various scale and adjacency conditions that the plan may suggest. Such models, if they are created, are not intended as presentation tools, and no allowance is made for models of that type in this scope of work.



Staff will coordinate review and input with the relevant transit and other public agencies to ensure the SOM team represents viable transit service routes and facilities within the Town Center and Waterfront areas.

We will invite staff on a consistent basis to review ongoing work. We will conclude the Options design process with a presentation or workshop with staff/stakeholders/Planning Board sub-committee/MTC at which we will arrive at a preferred option. As the goal of this Task is to confirm the key elements of the framework around which the Precise Plan will be framed, we are assuming that this task will include public review and input.

We assume that review to be in two parts. First, as a simple series of images and brief supporting text staff will post on the City website. The intent of this material will be to make the public aware of the ongoing planning exercise, and to elicit comment on the proposals for the Town Center and Waterfront. The second part would be through formal presentation to the Planning Board. We will look to staff to identify the schedule for this meeting, with a goal of having the public web outreach in place at least 30 days prior to that Planning Board meeting. The focus of the presentation to the Planning Board will be to describe the elements of the preferred option, along with a small number of sub options for program or character differences, so that they may endorse the framework for the next Task.

The SOM led team has considerable experience in development that is analogous to that contemplated at Alameda Point. However, the scope of work proposed here does not allow for the creation of any form of cost estimating as a basis for choosing among alternatives or elements of an alternative. SOM will advise the City with an opinion on the relative feasibility of different options from a development perspective and suggest means to improve feasibility based upon past experiences at similar development sites. SOM assumes that CBG will be able to provide general cost estimates for various infrastructure, street, and/or open space alternatives to assist in the assessment of development feasibility.

#### Task 2 Deliverables

- Map(s) depicting sub-areas, network of public streets and open space, building footprints, and conceptual massing
- Initial phasing strategies
- Written document describing the overall vision, predominant land uses, “look and feel” of the built environment for each sub-area (no more than one page for each sub-area)
- Presentation to the Planning Board of the above document(s)  
Illustrative material (produced as part of the Task 2 process) and brief supporting text suitable for posting by staff on the City’s website



## **Task 2 Community Engagement and Public Meetings**

- Workshop with staff team to outline Framework Options
- Workshop or presentation to staff team to confirm preferred Option
- Presentation to Planning Board

**Task 2 Budget: \$85,000**

## **Task 3: Public Review Draft of Precise Plan**

In this task SOM will prepare the chapters of the Draft Precise Plan that will describe the physical vision and the proposed regulations intended to guide the implementation of that vision. The document must define and appropriately regulate the crucial elements of the plan, in particular those that influence the public realm, while remaining easily understood and unthreatening to the public and the development entities that will subsequently build the Town Center and Waterfront. The document is intended to be concise, with emphasis on graphics and minimal supporting text.

### **Task 3 Process**

Following the approval by staff and the Planning Board of the Task 2 Framework SOM will prepare a detailed outline of the chapters required. This outline will detail the response to comments and appropriate changes to the Framework that may have been requested by the Planning Board and staff following the Planning Board presentation. We will provide examples of the format, drawing and illustration character and format for review by staff to confirm them prior to the creation of the initial draft. We will review the detailed outline and graphic format suggestions with staff in a review working meeting and, following staff comments, prepare an initial draft. Our intent during this phase will be to work closely with staff to identify key issues or concepts as the draft is framed and to submit draft sections or chapters for staff review as they are prepared.

We will convene a meeting to review the first full draft with staff, after which we will await staff comments. Based on written comments received on that draft we will revise it, and prepare a presentation to introduce the document to the Planning Board. Based upon comments received from the Board and staff we will prepare a revised draft, and present it to the staff and subsequently to the Board again for their approval and recommendation to City Council for adoption. We assume that City staff will take responsibility for coordinating review with the other Boards and Commissions, such as the Economic Development Commission, Parks and Recreation Commission, Transportation Commission, and Historic Advisory Board. Staff will



review progress drafts with members of that Commission as appropriate throughout the process to ensure their comments are reflected in the document.

### Task 3 Deliverables

The Task deliverables are based on the Draft Precise Plan Table of Contents. *(SOM will be responsible for preparing and formatting the document and all document graphics in all chapters. Text for each chapter will be by SOM unless otherwise noted below. "City" refers to city staff and city consultants. Text will be provided by City in Microsoft Word. )*

- I. **Introduction** *(Text by City)*
- II. **Executive Summary** *(Text by City)*
- III. **Introduction** *(Text by City)*
  - a. Specific plan purposes
  - b. Statement of relationship between the policies and regulations
  - c. Statement of how the plans policies and/or regulations accomplish the objectives of the plan
  - d. Relationship of the specific plan to the General Plan  
Relationship of the specific plan to adjacent areas within Alameda Point and surrounding areas
  - e. Projects required by law to be consistent with the specific plan (e.g. rezonings, tentative subdivision maps and public works projects)
  - f. Description of the regulations and ordinances which will implement the specific plan.
- IV. **Existing Conditions** *(Text by City for subsections c, d & e)*
  - a. Existing buildings, tenants, uses  
*(Annotated drawing, brief text)*
  - b. Naval Air Station Alameda (NAS Alameda) Historic District  
*(Brief summary including annotated drawings taken from the Turnbull report )*
  - c. Endangered California Least Tern (Least Tern) and biological resources
  - d. Hazardous materials and remediation schedule
  - e. Infrastructure including, street network, electrical sub-station, sewer and storm facilities
  - f. Public services, including schools, fire, police
- V. **General Plan and Reuse Plan Policy Foundation for Specific Plan** *(Text by City)*
  - a. Reuse Plan policies for Town Center and Waterfront Area (Marina and Civic Core Planning Areas)
  - b. General Plan policies for Town Center and Waterfront Area (Mixed Use District)

## VI. Development Form and Land Use Regulatory Provisions

*The focus of this section is the description of all plan elements that influence the image and use of the public realm.*

- a. **Street Network:** Network and cross sections to support transit-oriented development and plan objectives  
*Site plan and annotated relevant street sections including proposed building setbacks, zones for landscape and pedestrian amenities, walkway widths and locations, and areas designated for parking, bicycles, transit and private vehicles. Site plan will indicate conceptual locations for transit routes and stop locations. This chapter will include an illustration of all relevant regulatory constraints, including the Tidelands, conservation areas, etc.*
- b. **Open Space Network:** Network necessary to balance needs for public waterfront access and enjoyment and support maritime employment uses and supporting industries and activities  
*Site plan indicating location of proposed public open space, illustrations or photographs indicating desired character and/or illustrative site plan of proposed open space. Brief narrative statement supporting the graphics. Includes sections illustrating the relationship of the open space to adjacent buildings or water.*
- c. **Building Form:** Appropriate building locations, types, setbacks and heights to support transit-oriented development, maritime industries, and NAS Alameda Historic District integrity  
*Illustrations of the relevant regulations to control the relationship of buildings to the public realm. This includes setbacks, ground floor use and articulation, height, relationship of building access to the street, parking locations and access. This chapter will include character illustrations designed to show the range of architectural styles and building character deemed suitable to the creation of the desired public realm and public experience of the Town Center and Waterfront. It will also include diagrams and supporting text to support the concept's relationship to the essential elements of the Base's Historic District designation.*
- d. **NAS Alameda Historic District:** New construction guidelines and standards for Precise Plan areas that fall within Historic District  
*Diagrams and supporting text to support the concept's relationship to the essential elements of the Base's Historic District designation, as described in the 2005 Page and Turnbull report.*
- e. **Parking Plan:** Shared parking locations, requirements, and standards to support transit oriented development and NAS Alameda Historic District  
*Site plan indicating shared or community parking resources, standards for access and locations of parking on individual development parcels, and brief supporting text. This section will identify any proposed changes to the current Draft Alameda Point Rezoning proposal.*
- f. **Permitted and conditionally permitted uses to support and implement policy foundation**  
*Site plan and summary supporting text indicating extent of open space, areas of*



# SOM

*individual or mixed uses. This will include discussion of any interim place making programming the process may identify as being useful to assist with generating interest for the project within the development community.*

- g. Vertical mixed-use requirements and locations  
*Use map and summary supporting text to explain concepts of vertical and horizontally mixed uses.*

## VII. Environmental Protection Regulatory Provisions *(Text by City)*

- a. Biological Requirements: Standards and requirements to avoid impacts on endangered species and the Least Tern
- b. Transportation Requirements: Standards and requirements to avoid or minimize impacts to the transportation network and mobility.
- c. Sustainability Requirements: Buildings, energy, water, storm water, etc. *(SOM will provide City with a menu of Sustainability policies or regulations that will explore the question of how the Precise Plan will relate to existing or proposed City policy)*

## VIII. Infrastructure Plan *(Text for subsections d, e & f by City)*

- a. Street Network: Diagram(s), design concepts and ideas, diagrammatic sections, partial site plans and written description of proposed transportation components, including improvements that support the planned land uses and all modes of travel (pedestrian, bike, transit, and auto) and which illustrate the desired public realm conditions.  
*(Standards or technical specifications for the primary components of public and private streets (such as street cross-sections and material specifications, number of lanes, and bicycle and transit facilities will be provided by others.)*
- b. Public Right-of-Way Streetscape and Lighting: Design guidelines for streetscape and lighting requirements on public streets within Precise Plan  
*SOM will provide input into desirable lighting standards, including reference to the need for balancing pedestrian and vehicular concerns. This discussion will include illustrations of fixtures that are examples of the type to achieve functional and aesthetic goals. Technical details regarding specific light levels, fixture spacing or type or installation will be by others. SOM will rely on expertise from the City to ensure lighting compatibility with Biological Opinion. SOM will provide guidelines for elements in the public realm, including furniture, paving and amenities such as bicycle parking equipment, with guidelines for minimum widths or spacing, and illustrated with examples of materials which meet aesthetic and performance goals.*
- c. Open Space Network: Location, design, and material requirements of public open spaces and associated phasing requirements  
*Site plan and summary supporting text indicating location of open space, programmatic intent (for example passive vs active, and a range of activities that would support that description), tree canopy coverage goals, illustrations or precedent photographs illustrating the desired character and quality for the various open spaces. Will include diagrammatic sections where those are*



*necessary to explain conceptual configurations and relationship of open space to adjacent uses and facilities.*

- d. Water, Wastewater, and Storm Drain: Summary diagram(s) and written description of proposed water, sewer, and drainage systems
- e. Energy and Telecommunications: Summary descriptions of the type and location of proposed energy facilities, transmission lines, and easements necessary to support the planned land uses
- f. Solid Waste: Summary descriptions of the type and location of proposed solid waste disposal facilities and serving necessary to support the planned land uses.

**IX. Capital Improvement Program and Financing Plan (Text by City)**

- a. List and description of capital projects and other uses needing financing, including cost estimates by sub-area, phasing, and parties responsible for completing each proposed improvement
- b. List and description of sources of funds, including funding estimates for key sources of funds (i.e., CFDs, IFDs)

**X. Relationship of the Specific Plan's Environmental Document to Subsequent Discretionary Projects (Text by City)**

- a. Projects that will be exempt from additional environmental documentation based on the specific plan's EIR
- b. Projects that will require additional environmental documentation

**XI. Plan Administration and Enforcement (Text by City)**

- a. Specific plan cost recovery fees authorized by §65456
- b. Specific plan amendment procedures
- c. State requirements
- d. Local requirements

**Task 3 Deliverables**

Public Review Draft for administrative review (electronic copy only) and public review (10 hard copies), slides for PowerPoint presentation depicting key graphics, and management of an ongoing list of comments and associated changes. City staff will prepare staff report and overall presentation for Planning Board meetings.

**Task 3 Community Engagement and Public Meetings**

- Initial presentation of Draft to Planning Board
- Presentation of Revised Draft to Planning Board

**Task 3 Budget: \$90,000**



#### **Task 4: Prepare Final Precise Plan**

Following the second review by the Planning Board and its recommendation to City Council for adoption the Final Draft will be presented to City Council for adoption. This Final Draft will incorporate revised key graphics as dictated by Planning Board and staff comments, but not be a fully revised document. Following the presentation to Council and receipt of written comments from staff SOM will prepare an adopted Final Precise Plan.

#### **Task 4 Deliverables**

Final Draft for administrative review (electronic copy only) and public review (20 hard copies for Planning Board meeting and 20 hard copies for City Council meeting), slides for Powerpoint Presentation depicting key graphics, management of list of comments and associated changes from Planning Board and City Council meetings, revised graphics, and adopted Final Precise Plan (20 hard copies). [City staff will prepare staff report and overall presentation for Planning Board and City Council meetings.]

#### **Task 4 Community Engagement and Public Meetings**

- Presentation of Revised Final Draft to City Council

**Task 4 Budget: \$40,000**

**TOTAL BUDGET: \$250,000**

#### **Project Billing**

SOM will invoice monthly using a per cent completion for each Task in the Scope of Work.

